

F.No 290001 /2018 /NGMA
Government of India
National Gallery of Modern Art
Jaipur House New Delhi

Date: June 21, 2018

NOTICE INVITING TENDER
(Closing date: June , 2018)

Subject: Tender for hiring of Vehicles on monthly basis to the National Gallery of Modern Art, New Delhi.

1. National Gallery of Modern Art, New Delhi intends to hire 2 Numbers of commercial car (Category-A: car (Maruti Ciaz and equivalent), Category-B: Innova or equivalent, Category-C: car (Maruti wagon R and Tata Indica or equivalent) on monthly basis for its official use. The number of vehicles is tentative and may increase depending upon requirements. **Monthly hiring shall be for one year initially. The contract may be renewed for a maximum period of one year, year to year basis, as mutually agreed upon, subject to satisfactory performance.** The vehicles should be either new one or not prior to March, 2018 model. Authorized tour/taxi operators having **more than 20 commercial vehicles owned/under lease agreement** and who are within 10 kms radius of this office, may submit their quotation latest by 11.07.2018 **before 3.00 P.M. addressed to. Director General**, drop in the tender box kept at Ground floor, National Gallery of Modern Art New Delhi-110003. **The estimated value of the contract is about Rs. 12 Lakhs per annum.**
2. The bid shall consist of two parts- Technical bid and Price bid. Both the bids are to be placed in two separate sealed envelopes (clearly superscribing "Technical Bids" and "Price Bids") which, in turn are to be placed in one sealed cover. The bids of those parties whose Price Bid are not in a separate sealed cover or the rates quoted by them find mention in their Technical Bids shall be rejected summarily. All the information sought under the head conditions and other information to be supplied, is to be given in the Technical Bid while prices to be quoted for the same will have to be mentioned **only in the price Bid**. The price bids of only those parties shall be opened whose technical bids are found to be eligible while the disqualified bidder price Bid shall be returned unopened.
3. **An earnest money amounting to Rs. 20,000/- (Rupees twenty thousand Only)** in the form of Demand Draft/Pay Order drawn in favour of Drawing and Disbursing officer, National Gallery of Modern Art , payable at New Delhi has to be enclosed with the Technical Bid, failing which, the Technical bid shall be rejected .
4. The envelope containing the bids must be super scribed "**quotation for hiring of vehicles by National Gallery of Modern Art New Delhi**" and should be dropped in the tender box kept at Ground floor, National Gallery of Modern Art New Delhi, on or before the closing date.
5. The Technical bids shall be opened in Conference Room, National Gallery of Modern Art New Delhi on 11.07.2018 at 4.PM in the presence of one representative of each of the Bidders who wishes to be present. The price bid shall be opened after evolution of technical bids.
6. The rate for hiring of vehicles should be quoted for 2400 kms (for 10 hours a day, 26 days and 9 hours for 28 days/month)/28 days (for 30 days months)/ 29 days (for 31 days month) in a month} per month for vehicles of the required category including driver, all repairs and

maintenance charges of vehicle, insurance, POL and also any other incidental expenses will be borne by the Party itself. Parking/toll charges, if any, may be claimed by producing valid Parking/toll slips along with monthly bills. **The Tenderer should submit the proof of having necessary permits. Tender quoting rates for CNG driven vehicles shall also submit necessary permits/registration/fitness certificate issued by the appropriate authority allowing them to use CNG.**

7. Tender document may be directly down-loaded from the National Gallery of Modern Art New Delhi website www.ngma, new Delhi and central public Procurement portal website <http://eprocure.gov.in>

FORMAT OF TECHINACL BID
(For providing vehicles to NGMA on monthly hiring basis)

1. Name, address and telephone No.
2. Permanent Account No. (PAN)
3. Name and address of the Proprietor/partner/ Directors & their PAN
4. No. of vehicles owned with documentary proof (copies of RC to be enclosed)
5. No of vehicles taken on lease (copy of lease agreement to be enclosed) :
6. Past experience of providing commercial vehicles to Government Organizations/PSUs.
7. Turnover for the years 2015-16 , 2016-17,2017-18 (Documents substantiating the claim should be enclosed)
8. The office of the service provider should be within 10km radius from the office of NGMA, New Delhi.

- Note: 1. All documents related to above information should be signed by the bidder**
2. All pages of technical bid should be serially numbered.

PRICE BID

A. The rate for hiring of vehicles should be quoted for 2400 kms { for 10 hours a days, 26 (for 28 days month)/ 28 days (for 30 months) 29 days (for 31 days month) in a month } per month for the vehicles **as per the price bid format**. Price quoted in any other format shall not be considered.

B.

(For providing vehicles to NGMA on monthly hiring basis)

Name, address & telephone No. Bidder:

S. No	Rate of vehicles to be hired on monthly basis except two Sundays rate for 2400 kms.	Rate/MarutiCiaz or equivalent Category-A per car	Rate/ Inova or equivalent Category-B per car	Rate/ Tata Indica or equivalent Category-C per car
		Model 2018	Model 2018	Model 2018
		CNG/non CNG	CNG/non CNG	CNG/non CNG
1.	Per month {10 hours a day,28/29days 9 Hours (for 30/31 days in a month}			
2.	For every extra kilo meter beyond 2400 kms.			
3.	For every extra hour beyond 10 hrs. Per days			
4.	Per day rate for 10 hours.			

**Note: 1. Rates should be quoted in both figures and words.
2. Service Tax extra as applicable.**

3. The vendor should have vehicles as per the policy of Delhi Government like odd-even numbers of C.N.G only or any other decision which is taken by it from time to time during the period of contract.

Signature of the bidder with date and office seal:

Note: for the purpose of determination of the lowest bidder (LI), grand total of following rates shall be considered for each category of vehicles for monthly hiring-

(a) Rates for 2400kms. Plus (b) charges for extra 500kms (beyond 2400kms and (c) charges for extra 50 hrs. (Beyond 10 hrs per day)?

Terms and Conditions

The interested parties must be capable of providing vehicles on the following terms & conditions:-

1. The vehicles to be provided to the NGMA on monthly hiring basis should be 2016, latest model and should be white in colour & radius should be within 10kms. **All The vehicles must have valid permits to run in the NCR region. The Tenderer should submit the proof of having necessary permits Tenderer quoting rates for CNG driven vehicles shall also submit necessary permits/registration/fitness certificates issued by the appropriate authority.**
2. The vehicle shall be at the disposal of NGMA at least for 6 days in a week (Monday to Saturday) However, the user officers may require vehicles on Sunday also and the contractor should be able to provide the earmarked vehicles on Sunday also.
3. In the case of any accident, all the claims (financial and legal) arising out of it shall be met by the service provider.
4. The vehicle will be kept neat and clean and in perfect running condition and provided with clean seat covers, curtains, perfume and tissue paper. All vehicles should have good upholstery. The Driver must observe all the etiquette and protocol while performing his duty. He must be neatly dressed, should wear proper uniform and must carry a mobile phone in working condition for which no separate payment shall be made by the NGMA.
5. If any vehicle goes out of order, the Service Provider shall provide a substitute commercial vehicle. If any vehicle does not report in time or does not report at all, the NGMA/ user officer would have a right to hire a vehicle from the market. The additional cost incurred in such cases by the NGMA/user officer will be borne by the Service provider.
6. The annual turnover of the Bidder should be at least Rs. 10 Lakhs for the last three financial years.
7. The drivers should have valid driving license& the vehicles should be registered with the concerned authorities of Central/State Government. The drivers of the vehicles should be matured, well behaved, disciplined and familiar with Delhi roads and must follow traffic and other regulations prescribed by the Government from time to time.
8. The firm shall ensure proper conduct of Drivers while on duty and enforce prohibition of consumption of alcoholic drinks/drugs. Chewing of Paan/gutka/smoking/listening to music while driving.
9. The contract between the NGMA and the Service Provider can be cancelled by the Service Provider by giving prior notice of at least 45 days. The NGMA reserves the right to terminate the contract at any time or any stage during the period of contract, by giving **Seven days** notice in writing without assigning any reason and without incurring any financial liability what so ever to the NGMA.
10. **Penalty for breach of terms & conditions:**
 - (i) An amount @ Rs.100/- per driver per day shall be deducted from the monthly bill if any driver(s) is/are found not wearing the approved uniform while on duty or not obeying traffic rules or is found indiscipline/discourteous.
 - (ii) An amount of Rs.1000/- per vehicle per occasion would be deducted from the monthly bill for absence of drivers from duty during extra hours.

- (iii) In case the Service Provider is unable to provide vehicle(s) on any particular day(s), an amount of Rs. 2000/- per vehicle per day shall be deducted from the monthly bill in addition to deduction of hiring charges on pro-rata basis.

11. The Service Provider and Drivers shall be bound to carry out the instruction of the NGMA as well as of the Officers with whom the vehicles are assigned.
12. A daily record indicating time and mileage for each vehicle shall be maintained in a Log Book. The Log Book shall be got signed by the user officer or his personal staff (PA/PS/PPS).
13. Dedicated vehicles & drivers must be provided and changes will be allowed only in exceptional circumstances. The vehicle must be available at any time of the day, as desired by the user officer concerned.
14. In the event of the award of the tender and prior to execution of the contract, the Service Provider shall be required to submit copies of the Registration Certificate & comprehensive Insurance Policies of the vehicles being offered for hire & particulars with photographs of the Drivers dedicated to each vehicle. He shall also be required to produce the vehicles in the office of the undersigned for the physical verification/ inspection.
15. This contract will be effective initially for duration of one year from the dated signing the contract, unless terminated earlier as provided in clause No. 9 above. The contract may be extended for a further period of two years, on year to year basis, subject to mutual consent and satisfactory performance of the contractor.
16. An interest free refundable **performance security deposit equal to Rs. 60,000/-** (Rupees Sixty Thousand Only) in the form of Bank Guarantee in favour of Drawing and Disbursing Officer, National Gallery of Modern Art, New Delhi shall be submitted by the Service Provider at the time of the award of the contract. The annual cost of the tender for the purpose shall be calculated on the basis of fixed monthly hiring charges of all vehicles hired by NGMA. The security deposit shall be discharged after satisfactory completion of the contract period. If the service provider fails or neglects any of his obligations under the contract, it shall be lawful from NGMA to forfeit either whole or a part of performance security furnished by the bidder as compensation for any loss resulting from such failure. The NGMA may also blacklist the service provider due to failure of service or major negligence in providing service or misbehaviour of drivers and violation of any condition laid down in terms and condition.
17. Based on the lowest quotation, the rates of hiring of the vehicles will be fixed. No request for revision of rates will be entertained, under any circumstances.
18. Counting of distance will be from the starting point of the user officer and closing at the point where the user officer completes his/her journey. The distance covered in each way between reporting address and the garage/normal parking place will be allowed on actual basis or 8 kilometres, whichever is less.
19. Counting of time will be from the starting point of the user officer and closing at the point where the user officer completes his/her journey. No mileage will be allowed to drivers for lunch/breakfast or for drawl of CNG etc.
20. Duty hours of the vehicles shall be calculated on monthly accumulation basis counted in the manner prescribed in Para 18 above.
21. Total kilometre run by the vehicles shall also be calculated on monthly accumulation basis counted in the manner prescribed in Para 18 above.
22. The Service Provider shall not deploy vehicles hired by the NGMA for any other purpose or any other business during the validity of the contract.
23. All Govt. Taxes/levies/duties for plying the vehicles in Delhi/NCR region will be borne by the Service Provider.

24. The number of vehicles hired may increase or decrease by depending on actual requirement.
25. The bid shall remain valid for 180 days from the date of opening of bids. A bid valid for a shorter period shall be rejected by NGMA as non-responsive. A bidder accepting the request of NGMA for an extension to the period of bid validity, in exceptional circumstances, will not be permitted to modify his bid.
26. The earnest money (bid security) may be forfeited:
 - (i) If bidder withdraws his bid during the period of bid validity;
 - (ii) If the successful bidder fails to sign contract or to furnish performance security;
 - (iii) The bid security of unsuccessful Bidder will be discharged/returned as early as possible but not before finalisation of contract with the successful Bidder.
27. Bids for vehicles other than specified models shall be treated as no-responsive and rejected.
28. The service Provider should abide by and comply with all statutory requirements and provisions as laid down under various Labour Laws/Acts/Rules like Minimum Wages. Provident funds, ESI, Bonus, Gratuity, Contract Labour Act and other Labour/Laws/Acts/Rules in force from time to time at their own cost.
29. 25% of the payment received from office on account of extra duty hours by the agency should be paid to the Driver as OTA and refreshment.
30. The service provider (Travel agency/ Taxi Stand) should be within 10 kms radius of this office

Debarring Conditions:-

- (i) No vehicle should be supplied having registration in the name of employee of NGMA or their close relative.
- (ii) No sub-contracting of the Service allotted is permissible by NGMA. The near relatives of all NGMA employees either directly recruited or on deputation are prohibited from participation in this tender.
- (iii) The tempering of meter reading, vehicle usage timings, overwriting of Summary/log sheet and misbehaviour of driver while on duty shall be viewed seriously, leading to even cancellation of contract.
- (iv) The Service Provider shall not engage any person below 21 years of age.

NGMA will not have obligation:-

- (i) National Gallery of modern Art will have no liability whatsoever for payment of wages/salaries and other benefits and allowances to Drivers engaged by Service Provider for vehicles to the NGMA that might become applicable under any Act or orders of the Government in this regard. The service provider shall indemnify NGMA against any/all claims which may arise under the provisions of various Acts, Government Orders etc and any breach of such laws or regulations shall be deemed to be breach of this contract.
- (ii) No direct or indirect liability arising out of such negligent, rash and impetuous driving which is an offence under relevant sections of IPC and any loss caused to NGMA have to be suitably compensated by the Service Provider.
- (iii) Not be responsible for theft, burglary, fire or any mischievous deeds made by his staff.
- (iv) The Service Provider shall be the employer for his workers and NGMA will not be held responsible fully or partially for any dispute that may arise between the Service Provider and his workers.

Arbitration:-

In the event of any question, dispute or difference arising under the agreement or in connection therewith (except as to the matters, the decision to which is specifically provided under this agreement), the same shall be referred to sole Arbitrator i.e. Director General , NGMA or any other person appointed by him for this purpose. The award of the arbitrator shall be the final and binding on both the parties. Service provider will have no objection in any such appointment that Arbitrator so appointed is an employee of NGMA or a Government Servant or that he has to deal with the matter to which the agreement relates or that in the course of his duties as a NGMA Employee he has expressed his views on all or any of the matters in dispute. The adjudication of such Arbitrator shall be governed by the provision of the arbitration and conciliation Act 1996, or any statutory modification or re-enactment thereof or any rules made thereof.

The venue of Arbitration proceeding shall be Office of NGMA at New Delhi or such other place as the Arbitration may decide.

The Arbitrator may from time to time with the consent of both the parties enlarge the time frame for making and publishing the award. Subject to aforesaid Arbitration and conciliation Act, 1996 and the rule made there under, any modification thereof for the time being in force shall be deemed to apply to the arbitration proceeding under this clause.

The court at Delhi only shall have the jurisdiction to decide any dispute that may arise in relation to the contract.

4. Earnest Money (Security Deposit)

- 4.1 While submitting commercial bid, the BIDDER shall deposit an amount Rs.20,000/- EMD as Earnest Money/ Security Deposit, within the BUYER through any of the following instruments:
 - (i) Bank Draft or a pay order in favour of D.D.O NGMA, New Delhi.
 - (ii) A confirmed guarantee by an Indian Nationalised Bank, promising payment of the guaranteed sum to BUYER on demand within three working days without any delay whatsoever and without seeking any reasons whatsoever. The demand for payment by the BUYER shall be treated as conclusive proof of payment.
 - (iii) Any other mode or through any other instrument (to be specified in the RFP).
- 4.2 The Earnest Money/Security Deposit shall be valid up to a period of three years or the complete conclusion of the contractual obligations to the complete satisfaction of both the BIDDER and the BUYER, including warranty period, whichever is later.
- 4.3 No interest shall be payable by the BUYER to the BIDDER on Earnest Money/Security Deposit for the period of its currency.

5 Sanctions for Violations

5.1 Any breach of the aforesaid provision by the BIDDER or any one employed by it or acting on its behalf (whether with or without the Knowledge of the BIDDER) shall entitle the BUYER to take all or any one of the following actions, wherever required:-

- (i) To immediately call off the per contract negotiation without assigning any reasons or giving any compensation to the BIDDER. However, the proceedings with the other BIDDER(s) would continue.
- (ii) The Earnest Money deposit in pre-contract stage and/ or Security Deposit/Performance Bond after the contract is signed) shall stands forfeited either fully or partially, as decided by the BUYER and the BUYER shall not be required to assign any reason therefore.
- (iii) To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.
- (iv) To recover all sums already paid by the BUYER, and in case of an India BIDDER with interest thereon at 2% higher than the prevailing prime Lending Rate of State Bank of India, while in case of a BIDDER from a country other than India with interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the BIDDER in connection with any other contract for any other stores, such outstanding payment could also be utilized to recover the aforesaid sum and interest.
- (v) To an cash the advance bank guarantee and performance bond/warranty bond, if furnished by the BIDDER, in order to recover the payments, already made by the BUYER, along with interest.
- (vi) To cancel all or any other contracts with the BIDDER. The BIDDER shall be liable to pay compensation for any loss or damage to the BUYER resulting from such cancellation/rescission and the BUYER shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.
- (vii) To debar the BIDDER from participating in future bidding processes of the Government of India for a minimum period of three years, which any may be further extended at the discretion of the BUYER.
- (viii) To recover all sums paid in violation of this pact by the BIDDER(s) to any middleman or agent or broker with a view to securing the contract.
- (ix) In case where irrevocable letter of credit has been received in respect of any contract signed by the BUYER with the BIDDER, the same shall not be opened.
- (x) Forfeiture of performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this pact.

5.2 The BUYER will be entitled to take all or any of the action mentioned at Para 6.1 (i) to (x) of this Pact also on the Commission by the BIDEER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER), of an offence as defined in chapter IX of the Indian Penal Code, 1860 or prevention of corruption Act, 1988 or any statute enacted for prevention.


21.6.13

(S.P. Datta)
Restorer & Head of Office